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April 17, 2015

Reference No: 40-6BargainingUpdate.Apr2015(2)

**TO: All CSU 52 Members of the EPCOR Bargaining Unit**  
**FROM: The CSU 52 / EPCOR Negotiations Committee**  
**RE: Information Meeting and Ratification Vote Notice**

Please be advised that EPCOR and the CSU 52 EPCOR Bargaining Unit Negotiations Committee have reached a tentative agreement subject to ratification by you, the membership. We are recommending acceptance. The full Memorandum of Agreement (MOA) can be found by [clicking this link](#) and a Summary of Changes document that helps outline the changes is attached to this communication.

After you review the information provided, if you have any questions about the proposed MOA, please attend the Information Meeting; the Negotiations Committee will be available to answer your questions. The Information Meeting / Advance Poll and the Ratification Vote times and locations will be as follows:

<b>INFORMATION SESSION &amp; ADVANCE POLL   Wednesday, April 22, 2015</b>		
<b>LOCATION:</b> Norwood Legion 11150 - 82 Street Auditorium	<b>TIME:</b> 5:30 p.m. - 8:30 p.m.	Snacks and beverages will be provided.
<b>RATIFICATION VOTE (no Information Sessions)   Tuesday, April 28, 2015</b>		
<b>EPCOR Tower - 20<sup>th</sup> Floor</b> 10423 - 101 Street <ul style="list-style-type: none"><li>10:00 a.m. - 2:00 p.m.</li><li>5:00 p.m. - 6:30 p.m.</li></ul>	<b>South Service Centre</b> 8743 - 58 Avenue Basement Cafeteria <ul style="list-style-type: none"><li>9:30 a.m. - 10:30 p.m.</li></ul>	<b>Goldbar Waste Water Treatment Plant</b> 10977 - 50 Street Centre of Excellence Boardroom <ul style="list-style-type: none"><li>11:00 a.m. - 12:15 p.m.</li></ul>
<b>Rossdale Water Treatment Plant</b> 9469 Rossdale Road Cafeteria <ul style="list-style-type: none"><li>12:30 p.m. - 1:30 p.m.</li></ul>	<b>North Service Centre</b> 12116 - 107 Street Downstairs Lunchroom <ul style="list-style-type: none"><li>2:30 p.m. - 4:00 p.m.</li></ul>	<b>NOTE</b> Times are subject to change. Any changes will be posted on the Union website.

Remember that you must use your own time, not EPCOR's, to vote.

Please bring your PURPLE CSU 52 Membership card with you to vote. If you require a new or replacement Union card, please contact the Union office at [info@csu52.org](mailto:info@csu52.org) or 780-448-8900.

If you have been issued a Membership card but do not have it with you at the time of the vote, you may use your Employee picture identification or a picture identification with your home address (ex. Driver's License). We will look for a match on the voter's list and provide you with a ballot.

Thank you,

Joe Childs, CSU 52 Chief Spokesperson  
Amber Andersen, CSU 52 Business Agent  
Teresa Doblanko, Bargaining Unit Representative

Michael LeBlanc, Negotiations Committee Member  
James Franks, Negotiations Committee Member  
Cathy Williams, Negotiations Committee Member

## Collective Bargaining 2013/15

EPCOR

-And-

Civic Service Union 52

### Summary of Negotiated Changes to the Collective Agreement

A copy of the Memorandum of Agreement outlining the actual agreed to contract language is posted on the CSU 52 website for your review. This document is a summary of the changes to assist you in understanding the impact of the changes to the language. The changes are addressed in the order that you will find them in the Collective Agreement. A number of language changes that represent “housekeeping” or adjustments to existing language, which do not represent substantive change, are listed below under “HOUSEKEEPING”.

1. The duration of this Agreement will be effective from December 15, 2013, to December 23, 2017. This reflects a four year deal **and retroactive increase to the day following the last day of the previous collective agreement which was December 14, 2013.**
2. **Wages: please refer to the chart in the Memorandum of Agreement posted on our web page.**
3. Article 8.02. (r) (ii) Insertion of: **Subject to operational requirements, the Company will make every reasonable effort to accommodate scheduled vacation of a promoted or transferred employee during their first vacation year after their promotion or transfer.** Commits EPCOR to attempt to provide vacation choice made in a previous role *without* impacting the choices of other employees in the promoted or transferred employee’s new role.
4. Article 8.03 (more accurate numbering to be determined) **Compassionate Care Leave. NEW language** reflecting the Federal and Provincial legislation providing Compassionate Care Leave and including additional bargained protection regarding an employee’s right to return to their own position and cost sharing regarding Benefits during any period of Compassionate Care Leave.
5. Article 8.06. **Safety Boot Subsidy:** There is a change from the previous maximum benefit of \$500 to \$400 per annual period. **NOTE that previously employees were able to recover 75% of the total subsidy and employees will now be able to recover 100% of new footwear costs.** This represents a net gain for employees spending \$400 dollars or less on new footwear. The requirement for employees to complete 30 days of continuous employment before receiving this benefit has **been removed.**
6. Article 11. Employment Security, 11.03 Contracting Out (b) Change to the following reference: Where the employee is placed in an alternate position in a lower job level, the employee will suffer no loss in their regular rate of pay for ~~one year~~ **two years**. This change provides a longer period for the affected employee to adjust and plan around the expected change in income.
7. Addendum III Provisions Applicable to Service Consultants: **Agreement between the parties to draft a letter of understanding which in turn will provide terms of reference for discussion regarding temporary positions for Service Consultants.**

8. Addendum IV – Jurisdictional Allocations: **Agreement to create a committee to work towards the development of criteria for determining whether a position belongs inside of our Bargaining Unit or out of scope.** Should the parties be able to agree to such criteria, there is potential to fast track jurisdictional allocation before resorting to the more costly Alberta Labour Board process.
9. Letter #10 IT Stream Flexible Hours of Work has been deleted.
10. Letter #11 Finance and Professional Development Program has been deleted.

#### HOUSEKEEPING:

1. Article 3.05. (c) Temporary Employee (3): Replace reference ~~3.05(b)~~ to 3.05(c) (i) (ii) (iii). The mistaken numbered reference arises from numbering changes made in the last round of bargaining.
2. 4.02. Discipline (c): Delete reference in the following sentence: An employee has a right to examine their Personnel file upon request, ~~provided that a management representative is present.~~ As Personnel files are electronically stored, there is no necessity for an employer representative to be present while the employee views their file.
3. Article 6.09. – Standby Service and Pay: A change in language to better describe the period of time referred to in 6.09. (a).
4. Article 7.01. Wages (b) (i): Change to two references, from ~~Addendum IV~~ to **Addendum III** and from ~~Appendix Ia~~ to **Appendix I(A)**. These are changes arising from numbering changes made in the last round of bargaining.
5. Article 8. Fringe Benefits, 8.01. Statutory Holidays (a): A change to the location of the reference to Alberta Family Day. The order in which statutory holidays appear in the Collective Agreement now reflects the order in which the holidays occur during the calendar year. Delete the word ~~to~~ before **from**.
6. Article 8.02. Annual Vacation Leave: Changes to the language to reference all employees who are paid out bi-weekly based on a percentage of the employee's straight time pay and the identification that part time employees may take leave without pay reflective of their entitlement. Clarity that a stat holiday is coded as a stat holiday when it falls within an employee's period of vacation.
7. Article 11. Employment Security, 11.01. Layoffs and Recalls (g) (ii): The language changes are reflective of name changes for EPCOR internal organizations.
8. Article 16. Dispute Resolution Process: A number of changes to title/organization references reflect recent title/organization changes within EPCOR and do not impact the stages or intent of the dispute resolution process.
9. Article 19. Pensions: Reference to the Calgary Contact Centre has been deleted.
10. Article 25. Jurisdictional Allocations: An incorrect reference to ~~Addendum V~~ has been corrected to **Addendum IV**.
11. The title page referencing Addenda in the Collective Agreement has been updated to reflect individual addendum in the order that they appear in the Collective Agreement. An unnecessary reference related to Addendum III (~~Previous Class Code 0155~~) has been deleted.
12. Addendum III Provisions Applicable to Service Consultants: Reflects a change in name to EPCOR **Energy Alberta LP**.

13. The title page referencing Letters of Understanding in the Collective Agreement has been updated to reflect the renewal of letters 1, 2, 3 (*with removal of the words **Rates of Pay** from the title and under 1 applicable hours has been changed to **rates***), letters 4, 5, 6 (*1 wording changes provide clarity that the entire A Stream will be included in STIP and 5, and 6 have been deleted to reflect the elimination of the Flat Rate plan and 7 has been deleted to reflect that the A Stream has, as of 2012 been a part of the regular STIP plan, 10 reflects practice with regard to hires/leaves without pay and LTD circumstances*), letter 7 (*with changes to the list of arbitrators*), letter 8 (*with a name change from **Leave for Personal and Family Related Responsibility** to **Employee and Family Related Leave***), letters 9, 12 (*with a name change from **Relocation and Severance** to **Severance** and references in 2) to relocation considerations*) and letter 13 (*with a name change from **Alberta Environment Compliance (A.E.C.) Certification** to **Alberta Environment sustainable Resource Development – Water and Waste Water Certification***). **Note that renumbering will occur to reflect these changes.**
14. Intent Statements and Other Items Agreed Between The Parties – Outside the Collective Agreement
- 1) *Work Break Guidelines describes EPCOR internal policy and past practice regarding “coffee breaks and also refers managers and employees alike to the Collective Agreement concerning breaks during regular hours of work and overtime situations where there is existing language governing these periods of time, their use and pay structure. The Union and EPCOR agree on this joint messaging. There is no intent to alter the Collective Agreement by virtue of this agreement.*
  - 2) *Letter #8 will be reproduced on the EPCOR Intranet for ease of reference for employees and managers.*
- NOTE that numbering may change as a result of other bargaining changes.**